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AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, Vincent J. Stagliano, a married man dealing in his sole and separate property, whose address is 5501 St. Andrews Court, Plano, Texas 75093 ("Lessor") executed that certain Oil and Gas Lease dated March 12th, 2007, unto Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration LLC, an Oklahoma limited liability company and whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73118. (Lessee), which is recorded as Document # D207219500 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease").

WHEREAS, Lessor and Assignee now desire to amend the Lease and extend the primary term of the Lease by an additional Two (2) years as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to March 11th, 2012, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does not hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 15th day of February, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:



Vincent J. Stagliano, a married man dealing in his sole and separate property

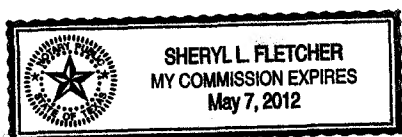
ACKNOWLEDGMENT


STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this 19th day of February, 2010 personally appeared Vincent J. Stagliano, a married man dealing in his sole and separate property, known to me to be the person whose names is subscribed to the forgoing instrument.

[SEAL]




Notary Public, State of Texas
Notary's name (printed): Sheryl L. Fletcher
Notary's commission expires: May 7, 2012

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

TURNER OIL & GAS PROPERTIES
1314 LAKE ST STE 202
FT WORTH, TX 76102

Submitter: TURNER OIL & GAS PROP, INC.

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Filed For Registration: 3/9/2010 1:24 PM

Instrument #: D210051862

LSEM

2

PGS

\$16.00

By: _____

Suzanne Henderson

D210051862

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL